



COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE

REFER TO FILE: **WM-3**

March 31, 2005

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**AGREEMENT WITH THE SOUTHERN CALIFORNIA
COASTAL WATER RESEARCH PROJECT AND THE
LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
ALL SUPERVISORIAL DISTRICTS
3 VOTES**

**IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY
OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:**

1. Authorize the Acting Chief Engineer of the Flood Control District, or his designee, to enter into an agreement for the renewal of the District's membership with the Southern California Coastal Water Research Project (SCCWRP) Storm Water Advisory Board as a nonvoting Associate Member of the SCCWRP's nine-member governing commission.
2. Authorize the Acting Director of Public Works, in his capacity as Acting Chief Engineer of the District, to fund an annual membership fee of \$75,000 for a one-year term of the District's participation as a member of the SCCWRP Storm Water Advisory Board.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On December 2, 2003, your Board authorized the Director of Public Works to enter into an agreement with SCCWRP for the District to become an Associate Member of the SCCWRP's nine-member governing commission and a member of the SCCWRP Storm Water Advisory Board for a one-year term. Your Board was advised that at the end of the one-year membership, the District may return to request for a membership renewal. Approval of this action will authorize the District to renew its membership with the SCCWRP Storm Water Advisory Board and as an Associate Member of the SCCWRP's nine-member governing commission for a one-year term at an annual membership fee of \$75,000.

SCCWRP is a California Joint Power Authority comprised of the City of Los Angeles Bureau of Sanitation; the County Sanitation Districts of Los Angeles County; the Orange County Sanitation District; the California State Water Resources Control Board; the California Regional Water Quality Control Boards (Los Angeles, Santa Ana, and San Diego regions); the City of San Diego Metro Wastewater Department; and the United States Environmental Protection Agency (Region IX). Ventura County Watershed Protection District is an Associate Member. Orange County Resources and Development Management Department will be joining SCCWRP as an Associate Member this year. SCCWRP's long-term objectives include conducting environmental research and assessing the condition of Southern California's coastal environment. The result of SCCWRP's research is recognized by the regulatory agencies as credible and impartial due to the participation of its governing board.

Historically, SCCWRP's research has been limited to coastal waters and assessing the impacts of discharges from publicly owned treatment works on the coastal environment. As an Associate Member, Public Works has been able to influence SCCWRP's research agenda. During the last year, SCCWRP has expanded its research into the upper watersheds to assess processes influencing water quality on our streams, creeks, rivers, and channels. The product of this research has often formed part, if not all, of the scientific basis for current and future regulations aimed at improving stormwater quality. These studies include computer modeling of watershed systems and the fate of pollutants within them, assessing the pollutant load from natural sources within a watershed, assessing the impact of development on erosion rates in natural streams, and assessing emerging methodologies for rapid determination of bacteria levels in water samples.

Implementation of Strategic Plan Goals

This action is consistent with the County Strategic Plan Goal of Organizational Effectiveness. The agreement will provide the District and your Board with information on watershed management principles and issues required for decision-making and policy formulation.

FISCAL IMPACT/FINANCING

The total cost for a one-year term of participation is \$75,000. Sufficient funds to cover the costs are available in the Fiscal Year 2004-05 Flood Control District Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The agreement has been reviewed and approved as to form by County Counsel and is enclosed for your review.

ENVIRONMENTAL DOCUMENTATION

A finding of environmental impact is not required for adoption of this agreement.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There is no adverse impact on current services.

The Honorable Board of Supervisors
March 31, 2005
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CONCLUSION

Please return three approved copies of this letter to Public Works.

Respectfully submitted,

DONALD L. WOLFE
Acting Director of Public Works

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Enc.

cc: Chief Administrative Office
County Counsel
Southern California Coastal Water Research Project

A G R E E M E N T

This **AGREEMENT**, is made and entered into by and between the Los Angeles County Flood Control District, hereinafter referred to as the "**DISTRICT**," and the Southern California Coastal Water Research Project Authority, a joint powers agency ("**AUTHORITY**"), heretofore established and presently operating pursuant to a Fifth Amended Joint Powers Agreement effective July 1, 2001.

W I T N E S S E T H

WHEREAS, **AUTHORITY** is governed by a nine-member Commission and was formed and currently exists for the purpose of increasing the scientific knowledge of the interrelationships of: (1) treated wastewater discharges, (2) other water discharges, and (3) other inputs with the ecological systems in the Southern California coastal waters and thereby to ensure protection and conservation of these resources; and

WHEREAS, an understanding of the effect of the discharge of stormwater into the coastal waters of Southern California is essential in order for the **AUTHORITY** to more fully understand the foregoing interrelationships; and

WHEREAS, the Fifth Amended Joint Powers Agreement provides that the Commission may, from time to time, appoint one or more advisory boards to assist in carrying out the objectives of the **AUTHORITY**; and

WHEREAS, the Commission on December 14, 2001, pursuant to Resolution No. 01-14, created a Storm Water Advisory Board. The appointed members of the Storm Water Advisory Board shall be referred to as Associate Members of the Commission, whose responsibilities and benefits are set forth herein; and

WHEREAS, the **AUTHORITY** and the **DISTRICT** agree that the appointment of the **DISTRICT** as an Associate Member of the Commission would be mutually beneficial to both parties.

NOW, THEREFORE, the parties agree as follows:

1. **AUTHORITY AGREES:**

- a. At such time as the **DISTRICT** has paid **AUTHORITY** Seventy-five Thousand and 00/100 Dollars (\$75,000.00), the **DISTRICT** shall become a member of the Storm Water Advisory Board and shall be referred to as an Associate Member of the Commission.
- b. To continue quarterly commission meetings and periodic scientific forums and training efforts, intended to raise important issues concerning watershed management principles and to foster communication between and among the **DISTRICT**, other agencies, and **AUTHORITY** members.

- c. To continue publications and staff reports to such extent as the Commission determines to be appropriate concerning such subjects as will serve the interests of the **AUTHORITY**. The Commission and Executive Director will consider publications that will be of particular benefit to the **DISTRICT** or will aid the general public to better understand watershed management principles that relate to waters within the boundaries of the **DISTRICT**.

2. **DISTRICT AGREES:**

- a. Upon invoice by the **AUTHORITY**, to pay an Associate Membership fee of Seventy-five Thousand and 00/100 Dollars (\$75,000.00) for a one-year term to participate as an Associate Member of the Commission.
- b. To appoint a management-level individual to participate in **AUTHORITY'S** quarterly commission meetings and a scientist-level individual to participate in quarterly meetings of the Commission's Technical Advisory Group as long as this **AGREEMENT** is still in force.
- c. To acknowledge its advisory capacity to the **AUTHORITY** and that as an Associate Member of the Commission, it shall be entitled to discuss any matter before the Commission, but in accordance with the Fifth Amended Joint Powers Agreement shall not be entitled to vote on any such matters.

3. **IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:**

- a. Other than the specific responsibilities and obligations described in this **AGREEMENT**, **DISTRICT** incurs no responsibility, liability, or obligation to **AUTHORITY** and/or its consultants and/or contractors. The **DISTRICT** and its officials, employees, and agents will not be responsible for any damage or liability occurring by reason of any acts or omissions of **AUTHORITY**, its officers, employees, agents, other members, consultants, and/or contractors occurring in the performance of this **AGREEMENT**, unless the action or inaction of the **DISTRICT** contributes to such damages or liability.
- b. The **AUTHORITY** shall indemnify, defend, and hold harmless the **DISTRICT** and the County of Los Angeles and their respective officers, employees, and agents from any claims, demands, or liability occasioned by or arising out of this **AGREEMENT** and the activities conducted hereunder.

This **AGREEMENT** shall continue in effect for the term of one (1) year, but in no event beyond such time as the lawful requirements of any public agency would bar the further performance of this **AGREEMENT**. This **AGREEMENT** may be terminated for convenience by the **DISTRICT** upon

giving **AUTHORITY** a thirty (30)-day written notice of termination. **DISTRICT** shall not be entitled to a refund of any sum it has paid as consideration of its associate membership.

- c. If any portion of this **AGREEMENT** is declared by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions hereof shall remain in full force and effect.
- d. This **AGREEMENT** constitutes the entire agreement between the **DISTRICT** and **AUTHORITY** and may be modified only by further written agreement between the parties hereto.
- e. Any official notices or correspondence related to this **AGREEMENT** shall be in writing and mailed by first-class, prepaid postage to the following addresses:

To: Los Angeles County Flood Control District
Attention: Mr. Donald L. Wolfe
Acting Director
County of Los Angeles Department of Public Works
900 South Fremont Avenue
Alhambra, CA 91803
Telephone: (626) 458-4000
Facsimile: (626) 457-8897

To: Southern California Coastal Water Research Project Authority
Attention: Dr. Stephen Weisberg
Executive Director
7171 Fenwick Lane
Westminster, CA 92683
Telephone: (714) 372-9203
Facsimile: (714) 894-9699

- f. Should **AUTHORITY** enter into a later agreement with another party that has the same purpose as this agreement, **AUTHORITY** shall send a copy of such later agreement to the **DISTRICT**. If, in the judgment of the **DISTRICT**, such later agreement is more beneficial to the other party than this **AGREEMENT** is to the **DISTRICT**, **AUTHORITY** agrees upon written request from the **DISTRICT**, that this **AGREEMENT** be amended to include, without qualification, terms at least as favorable as those provided to the other party in such later agreement.

IN WITNESS WHEREOF, the parties hereto have caused this **AGREEMENT** to be executed by their respective officers, duly authorized, by **AUTHORITY** on _____, 2005, and by the **DISTRICT** on _____, 2005.

COUNTY OF LOS ANGELES
Acting on behalf of the Los Angeles
County Flood Control District

By _____

ATTEST:

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Deputy

Southern California Coastal
Water Research Project Authority

By _____
STEPHEN B. WEISBERG, Ph.D.
Executive Director

APPROVED AS TO FORM:

LEWIS BRISBOIS BISGAARD & SMITH LLP
Counsel to Southern California Coastal
Water Research Project Authority

By _____
B. RICHARD MARSH